B 210A (Form 210A) (12/09)

# UNITED STATES BANKRUPTCY COURT

In re <u>LEHMAN BROTHERS HOLDINGS</u> INC.

Case No. 08-13555 (JMP)

#### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

#### Morgan Stanley & Co. International plc

Wong Ling Ling
Name of Transferor

Name of Transferee

Name and Address where notices to transferee should be sent: Morgan Stanley & Co. International plc 25, Cabot Square, Canary Wharf, London E14 4QA

With a copy to: Richards Kibbe & Orbe L.L.P. One World Financial Center New York, NY 10281-1003 Fax: 212-530-1801 Attn: Managing Clerk Court Claim # (if known): 41983 Amount of Claim as Filed with respect to ISIN XS0325886546: US\$1,000,000.00 Amount of Claim as Filed with respect to ISIN XS0325886546 to be Transferred: US\$1,000,000.00 (or 100.00% of the Amount of Claim as Filed

Allowed Amount of Claim with respect to ISIN XS0325886546: US\$622,084.80 Allowed Amount of Claim with respect to ISIN XS0325886546 to be Transferred: US\$622,084.80 (or 100.00% of the Allowed Amount of Claim)

Date Claim Filed: 19 October 2009

Phone:

Last Four Digits of Acct. #:

Phone: +44 207 677 7974

E-mail: <u>Indistressed@morganstanley.com</u>

Phone: + 212 530 1800

566570.1/9999-00999

Last Four Digits of Acct #: n/a

Name and Address where transferee payments should be sent (if different from above):

Wire Instructions:

## **USD PAYMENT INSTRUCTIONS:**

TO: CHASE MANHATTAN NEW YORK, NY

SWIFT: CHASUS33

ACCOUNT NAME: MORGAN STANLEY & CO.

INTERNATIONAL plc

SWIFT: MSLNGB2X ACCOUNT NUMBER: 066617758 REF: Fixed Income

## **EUR PAYMENT INSTRUCTIONS:**

TO: CITIBANK N.A.

SWIFT: CITIGB2L

ACCOUNT NAME: MORGAN STANLEY & CO.

INTERNATIONAL plc

SWIFT: MSLNGB2X ACCOUNT NUMBER: 12221071

IBAN: GB15CITI18500812221071

REF: Fixed Income

Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

## MORGAN STANLEY & CO. INTERNATIONAL PLC

BRIAN CRIPPS
Authorised Signatory

By: \_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_ 8.2.2013

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

# AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

#### TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, WONG LING LING ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to MORGAN STANLEY & CO. INTERNATIONAL PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage / nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 41983 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

¿ FROM:

FAX NO. :28581868

07 Feb. 2013 11:37

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- 4. All representations, warranties, covenants and Indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warrantics made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Buroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Bach party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this **8** day of February 2013.

SELLER WONG LING LING

By:\_\_\_ Name: Title:

No.10 Belleview Drive Repulse Bay Hong Kong

E mail: vivian@realway.com.hk

PURCHASER

MORGAN STANLEY & CO, INTERNATIONAL PLC

By: \_\_\_\_

Name: Title:

BRIAN CRIPPS Authorised Signatory

25, Cabot Square Canary Wharf London E14 4QA

E- mail: Indistressed@morganstanley.com

Purchased Claim

100% = US\$1,000,000.00 of US\$1,000,000.00 (the claim amount with respect to ISIN XS0325886546 as set forth in the Proof of Claim).

100% = US\$622,084.80 of US\$622,084.80 (the allowed claim amount with respect to ISIN XS0325886546 as set forth in the Notice).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP Issuer	Issuer	Guarantor	Principal/Notional Coupon Amount & Accrued Interest	Coupon	Maturity
Lehman Brothers Treasury CO. BV Program Securities Bonds	XS0325886546 Lehman Brothers Treasury CO. BV	Lehman Brothers Treasury CO. BV	Lehman Brothers Holdings Inc	US\$1,000,000.00	2 YR HK BASKET DLY ACC CALLABLE ELN	23 October 2009

Schedule 1-1

	United States Bankruptcy Court/Southern District of New York  Lehman Brothers Holdings Claims Processing Center  Classification Processing Country  LEHMAN SECURITIES PROGRAMS					
c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076  PROOF OF CLAIM						
New York, NY 10150-5076 In Re: Chapter 11						
1	n Re: Chapter 11 Lehman Brothers Holdings Inc., et al., Case No. 08-13555 (JMP)					
Debtors.		(Jointly Administered)		outhern District of New York		
Note: This fo	Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on					
http://www.le	man Programs Secur <u>eliman-docket.com</u> as	ities as listed on sof July 17, 2009				
Creditor)		and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.		
Wong Lin		<b></b>				
	33/F Block 3 Garder	п Геттасе		Court Claim Number:		
8A Old Pe				(1) known)		
	ls, Hong Kong			Filed on:		
Telephone numb	852-2544 6313 E	mail Address: vivian@realway	y.com.hk			
Name and addre	ss where payment should	be sent (if different from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.		
Telephone numb	er: Ei	nail Address:				
and whether such dollars, using the you may attach a Amount of Clai						
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing						
this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.						
International Se	curities Identification N	XS032588654  umber (ISIN):	6 (Required)			
from your account	n, a "Blocking Number") : htholder (i.e. the bank, bro	for each Lehman Programs Security for oker or other entity that holds such sec	or which you are filing a claim. curities on your behalf). If you	lepository blocking reference number, as You must acquire a Blocking Number are filing this claim with respect to more Programs Security to which this claim		
Clearstream Ba	nk Blocking Number, E	uroclear Bank Electronic Instructio	n Reference Number and or	other depository blocking reference		
number:	5040940			omer depository blocking reference		
		(Require	·			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.						
Accountholders	Euroclear Bank, Clears	tream Bank or Other Depository Pa	erticipant Account Number:	91487		
	<u> </u>	(Required)	_	1.70/		
5. Consent to Eu	roclear Bank, Clearstre	am Bank or Other Depository: By	filing this claim, you	FOR ENTIRE ONLY		
disclose your ide	5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.					
Data	Cignoture, Th.	Climathia ship and a second of the Co	1	OCT <b>1 9</b> 2009		
Date.	of the creditor or other p	filing this claim must sign it. Sign and person authorized to file this claim and	state address and telephone			
11.00		the notice address above. Attach con	y of power of attorney, if	EPIQ BANKRUPTCY SOLUTIONS, LLC		
Penalty	Penalty for presenting fraudulent claim: Finc of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571					

# Disclosure for Lehman Securities Programs Proof of Claim

**Description of Security:** 

LEH RAN ON 857HK/2628HK/3988HK OCT 23 09

ISIN:

XS0325886546

CAVS ID (N&R Event ID):

78688340

**Account Number:** 

045H36137

Name of Beneficial Owner(s):

WONG LING LING

**Contact Name:** 

Ms. Wong Ling Ling

**Telephone Number:** 

852-2544 6313

Email address:

vivian@realway.com.hk

Morgan Sta	ınley	Morgan Stanley & Co. International PLC 25 Cabot Square Canary Wharf London E14 4QA
Corporate Actions		London E14 4QA
Date: 15th October 2009	Subject: Lehman Securities Programs Pr	oof Of Claim
To: whom it may concern	Company: EPIQ Bankruptcy Solutions, LLC - New York	Fax:
		Tel: +1 503 597 7691
Urgent Urgent	Pa	ges including cover Sheet

From:	Jane Hankin	email: jane.hankin@morganstanley.com	
Department:	Corporate Actions		
Fax:	+44 207 056 2396	<b>Telephone:</b> +44 207 677 3819	

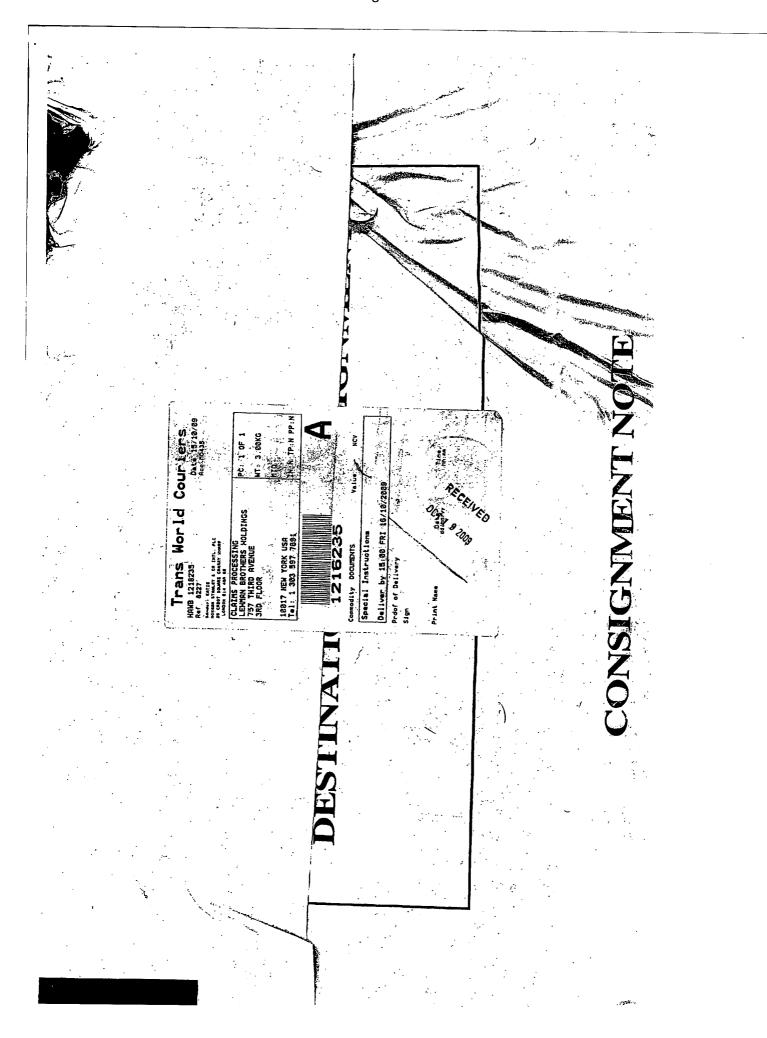
## Message

dane Hankin

communication. Thank You.

Please find enclosed 40 Proof of Claim Forms for Lehman Program Securities linked to Euroclear acct 91437.

Trust all is in order, please do not hesitate to contact us if there are any problems.



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